

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

IN RE:	§	
	§	CASE NO. 21-60280
CORRY DAVIS MARKETING, INC.,	§	
	§	
DEBTOR.	§	
	§	CHAPTER 11
542 East Hwy. 64	§	
Canton, Texas 75103	§	
EIN: xx-xxx8498	§	

**MOTION FOR AUTHORITY TO CONTINUE INSURANCE PREMIUM  
FINANCE AGREEMENT WITH ASSOCIATED RISK MANAGERS FINANCE CO.**

Your rights may be affected by the relief sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written response in opposition to the pleading, explaining the factual and/or legal basis for opposing the relief sought.

**NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AND SERVED UPON THE PARTY FILING THIS MOTION WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SERVICE UNLESS THE COURT SHORTENS OR EXTENDS THE TIME FOR FILING SUCH RESPONSE. IF NO RESPONSE IN OPPOSITION TO THE MOTION IS TIMELY FILED AND SERVED, THIS PLEADING SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT. IF A RESPONSE IS FILED AND SERVED IN A TIMELY MANNER, THE COURT WILL THEREAFTER SET A HEARING. IF YOU FAIL TO APPEAR AT THE HEARING, YOUR RESPONSE TO THE MOTION MAY BE STRICKEN. THE COURT RESERVES THE RIGHT TO SET A HEARING ON ANY MATTER.**

**NOTWITHSTANDING THE FOREGOING, DEBTOR PLANS TO REQUEST AN EMERGENCY HEARING ON THIS MOTION.**

Corry Davis Marketing, Inc. ("Debtor"), presents this Motion for Authority to Continue Insurance Premium Finance Agreement with Associated Risk Managers Finance Co. ("Motion") and would show to the Court as follows:

1. This Motion is brought pursuant to 11 U.S.C. §§ 105 and 364. The Court has jurisdiction of this matter under 28 U.S.C. §§ 157 and 1334.

2. Debtor commenced this case by filing its petition under Chapter 11 on July 2, 2021. Debtor presently operates its business as Debtor-in-Possession. Debtor is a Texas corporation with its principal place of business in Canton, Texas. Debtor provides spaces on real property owned by it to lease to vendors and customers for purposes of retail outlets and parking at First Monday Trade Day market in Canton, Texas.

3. In the ordinary course of business, Debtor maintains a casualty insurance policy on its property and the improvements thereon, specifically policy no. LHD916485 issued by Landmark American Insurance Company. Debtor elected to finance the premiums for this policy with Associated Risk Managers Finance Company. A true and correct copy of the premium finance agreement for the policy is attached hereto as Exhibit 1.

4. The total premium for the policy is \$63,479.63. Debtor financed \$50,383.70 of the premium. The premium finance agreement calls for payments to be made on the 15<sup>th</sup> day of each month in the amount of \$5,198.61 each. The amount financed bears interest at the rate of 6.88% per annum.

5. These policy are crucial to the operation of the Debtor's business and cannot be maintained without the relief requested. The relief sought is in the best interests of the estate and its creditors.

6. To secure the payment of the amounts due, the premium finance agreement grants Associated Risk Managers Finance Company ("AFCO") a security

interest in any unearned premiums or other sums which may become payable under scheduled policies listed in the agreements. Debtor requests that the security interest of AFCO in any unearned premiums be senior to the rights of Debtor's estate in this proceeding and to the rights of any person claiming a lien or security interest in any assets of the Debtor to the extent allowed by 11 U.S.C. § 364(c)(1). Debtor requests that the security interest of AFCO in any other sums which may become payable under the policies be senior to the rights of Debtor's estate in this proceeding, but subject to the interest of any secured party or other payee in such sums.

7. Associated Risk Managers Finance Company is extending financing under the premium finance agreements in good faith within the meaning of 11 U.S.C. §364(e). Debtor seeks approval of the premium finance agreement attached hereto and its continuation post-petition and for authority to pay its proportionate share of the premium payments on a monthly basis as they come due.

WHEREFORE, Debtor requests that the Court enter its Order approving this Motion and authorizing Debtor to enter into and to continue the premium finance agreement attached hereto, and for such other relief as it may deem appropriate.

Respectfully submitted,

LAW OFFICES OF MICHAEL E. GAZETTE

By: /s/ Michael E. Gazette  
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ATTORNEY FOR DEBTOR/APPLICANT

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Debtor's Motion for Authority to Continue Insurance Premium Finance Agreement with Associated Risk Managers Company has been sent to the United States Trustee, 110 N. College, Suite 300, Tyler, Texas 75702, and all parties on the attached mailing matrix via electronic means or First Class U. S. Postal Service on the 21st day of July, 2021.

/s/ Michael E. Gazette  
Michael E. Gazette

t:corrydavismarketing\mot2approve.premiumfinancing